

ANALYTICAL GRAPHICS, INC.

Software License Agreement

NOTICE TO USER: PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND ANALYTICAL GRAPHICS, INC. (“AGI”), A PENNSYLVANIA CORPORATION, LOCATED AT 220 VALLEY CREEK BOULEVARD, EXTON, PA 19341. BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS LICENSE AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE PROVIDED YOU: (A) DO NOT USE THE SOFTWARE, (B) YOU DO NOT MAKE OR KEEP ANY COPIES OF THE SOFTWARE, AND (C) YOU RETURN IT WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE DATE ALONG WITH EVIDENCE OF THE DATE OF PURCHASE AND ORIGINAL PURCHASE PRICE. AGI PROVIDES THE SOFTWARE AND DOCUMENTATION, AND LICENSES ITS USE TO YOU. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE, AND FOR RELIANCE ON THE RESULTS OBTAINED.

1. DEFINITIONS

"Designated Computer" means one central processing unit and associated displays and peripheral equipment, all at one location, which accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

"Documentation" means the licensed specifications, user manuals, installation instructions and other supporting materials, including additional, updated or revised materials, if any, that are provided by AGI in connection with the Software.

"Host Identification or Host ID" means the unique, physical address for the computer hardware.

"Software" means AGI software and all of the contents of the files, disks(s), CD-ROM(s) or other media with which this Agreement is provided, including but not limited to (i) AGI or third party computer information or software; and (ii) digital images, stock photographs, video, clip art, sound(s) or other work.

"Third Party Content" means software (whether embedded or not) and other materials owned and licensed by third parties that is supplied by AGI with the Software.

"Use or Using" means to access/open, install, download, copy, or otherwise benefit from the Software or the Documentation.

2. SOFTWARE LICENSE

2.1 As long as you comply with the terms and conditions of this Agreement and subject to the conditions of use set forth below, AGI grants to you a non-exclusive, non-transferable license to use the Software as provided for under this Agreement.

2.2 You may: (a) for each single license purchased, use this Software only on a Designated Computer at any one time; and (b) make one (1) copy of the Software in any machine readable form for backup purposes ONLY in support of your own use of the Software on a single computer. Except as provided below, you agree as a condition to installation and use of the Software to provide AGI the location and Host ID of the Designated Computer, the location and Host ID of a computer used for serving software license keys, or the Host ID of the hardware dongle providing licenses. You further acknowledge and agree that in order to operate the Software on a different, newly Designated Computer, you will promptly obtain AGI's written consent to do so, and uninstall the Software from the then current Designated Computer. You will also provide AGI with the location and Host ID of the newly Designated Computer.

2.3 You shall NOT:

(a) build an external interface for the purpose of serving the functionality or output of a component of the Software to third parties;

(b) use the Software on a server or computer that is accessible to third parties over a network for the purpose of remotely providing the functionality or output of a component of the Software to a third party for any purpose; or

(c) distribute, transfer, lease or rent a component of the Software to a third party.

Notwithstanding, the foregoing provisions, you may, however, use the Software in conjunction with an Internet enabled conferencing environment to only show displays of products to support real time collaborative engineering activities with your customers, partners, or subcontractors.

2.4 You must reproduce and include the copyright and other proprietary notices of AGI on any copy of all or any portion of the Software and Documentation, and all such copies shall be subject to all the terms and conditions of this Agreement.

2.5 YOU MAY NOT USE, COPY, MODIFY OR TRANSFER THE SOFTWARE OR DOCUMENTATION OR ANY COPY, MODIFICATION OR MERGED PORTION THEREOF, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT. FURTHERMORE, YOU MAY NOT REVERSE ENGINEER, DISASSEMBLE, DECOMPILE OR OTHERWISE ATTEMPT TO RECONSTRUCT OR DISCOVER ANY SOURCE CODE, DATA, DIGITAL CERTIFICATES, PASSWORDS, UNDERLYING IDEAS, ALGORITHMS, FILE FORMATS OR PROGRAMMING INTERFACES OF THE SOFTWARE, OR ALLOW OTHERS TO ATTEMPT ANY OF THE FOREGOING.

3. ACCEPTANCE

The definition of ACCEPTANCE shall be in accordance with the NOTICE TO USER section found hereinabove.

4. LIMITATION AND WARRANTIES

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. AGI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

5. LIMITATION OF REMEDIES

5.1 IN NO EVENT WILL AGI OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF AGI OR ANY AUTHORIZED AGI BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL AGI BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY.

5.2 AGI'S OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT OF THE APPLICABLE LICENSE FEE PAID BY YOU FOR THE SOFTWARE.

6. UNITED STATES EXPORT CONTROL

You hereby acknowledge and agree that the AGI Software Products provided under this Agreement are subject to U.S. Export Control Regulations and Laws, including but not limited to the Export Administration Regulations (EAR) and as may be applicable, the International Traffic in Arms Regulations (ITAR), and may be subject to the import or export regulations of other countries. You agree to strictly comply with all such laws and regulations and acknowledge your responsibility to obtain licenses for export, re-export or import of the Software, as may be required. You acknowledge and agree to comply with U.S. antiboycott laws and regulations, including but not limited to those regarding foreign boycott of Israel, as administered by the U.S. Internal Revenue Service (IRS) and the U.S. Department of Commerce, Office of Antiboycott Compliance (OAC). In the event that transfer of bank funds to AGI results from this Agreement, all transactions shall be exclusively and directly between customer's bank and AGI, and shall not be used for transactions in violation of U.S. law, including but not limited to laws administered by the U.S. Department of Treasury, Office of Foreign Asset Control (OFAC). This export control provision shall survive the expiration or termination of this Agreement.

7. TERMINATION

The license granted under this Agreement is effective until terminated. You may terminate this license at any time by destroying all copies of the Software in your possession, and providing written notice of such termination and destruction to AGI. The license granted under this Agreement will terminate if you violate any of the terms and conditions of the Agreement, including without limitation, to pay the license fees and any other sums due AGI pursuant to this Agreement. You agree, upon such termination, to promptly destroy all copies of the Software in your possession and to certify in writing to AGI that such action has been taken.

8. LAW TO GOVERN

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, United States of America. You hereby agree that the jurisdiction and venue for any claim, dispute, controversy or other action arising out of or in connection with the Software, this Agreement and/or AGI, shall be in the Commonwealth of Pennsylvania, Court of Common Pleas for Chester County, or the United States District Court for the Eastern District of Pennsylvania located in Philadelphia, Pennsylvania.

9. ASSIGNMENT

None of your rights, duties or obligations under this Agreement may be sold, sublicensed, assigned, rented, licensed, loaned or otherwise transferred without the prior written consent of AGI, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without AGI's prior written consent is void.

Notwithstanding the foregoing provision, AGI shall permit transfers of this Agreement from prime contractors to government end users, provided the original software purchase transaction was completed pursuant to a valid contract, and you have obtained AGI's prior written consent, which shall not be unreasonably withheld.

10. NOTICES

Any notices regarding this Agreement shall be sent to:

Analytical Graphics, Inc.
Attn: Contracts Department
220 Valley Creek Blvd.
Exton, PA 19341

11. AUDIT

AGI or its designee may, from time to time, at its sole expense, and consistent with your security obligations and requirements, conduct an audit of your computer hardware, computer software, books and other records related to the Software sufficient to substantiate compliance with this Agreement. Such audit shall take place during normal business hours and will be conducted in a manner so as to not interfere with your operations.

12. INTELLECTUAL PROPERTY AND OWNERSHIP

AGI (or its suppliers as appropriate) retain all rights, title and interest in and to the Software and Documentation. This Agreement shall not be construed in any manner as transferring any rights of ownership or license to Software, and/or to the features or information therein. All rights not expressly granted by AGI are reserved. The Software and Documentation are protected by copyright and other intellectual property laws and treaties.

13. U.S. GOVERNMENT END USER RIGHTS

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13.2 The use, duplication of or disclosure of AGI Software and its Documentation by the U.S. Government is subject to the restrictions set forth in FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data – Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation), as applicable. Accordingly, all U.S. Government End Users acquire the Software and its Documentation with only those rights set forth herein. The developer and manufacturer is Analytical Graphics, Inc., located at 220 Valley Creek Boulevard, Exton, PA 19341.

14. THIRD PARTY CONTENT

The Software utilizes Third Party Content which is subject to the terms and conditions of such respective third parties. Third party terms, conditions and copyright attributions are included with the Software in the “About” section under the Help Menu, and may also be viewed at www.agi.com/sla.

15. RESERVED.

16. ACKNOWLEDGEMENTS

16.1 YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS;

16.2 THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF;

16.3 THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND AGI;

16.4 ANY PROVISION FOUND BY A COURT OF LAW TO BE ILLEGAL, INVALID, OR UNENFORCEABLE SHALL AUTOMATICALLY BE DEEMED CONFORMED TO THE MINIMUM REQUIREMENTS OF LAW AND IT, WITH ALL OTHER PROVISIONS, SHALL BE GIVEN FULL FORCE AND EFFECT. WAIVER OF A PROVISION IN ONE INSTANCE SHALL NOT PRECLUDE ITS ENFORCEMENT ON FUTURE OCCASIONS. SUCH FINDINGS OF ILLEGALITY, INVALIDITY, AND/OR UNENFORCEABILITY OF ONE OR MORE OF THE PROVISIONS HEREIN SHALL NOT AFFECT THE REMAINING PROVISIONS; AND

16.5 YOU HEREBY AGREE THAT AGI WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT AGI SHALL BE ENTITLED TO APPROPRIATE EQUITABLE REMEDIES WITH RESPECT TO BREACHES OF THIS AGREEMENT, IN ADDITION TO SUCH OTHER REMEDIES AS AGI MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS. IN THE EVENT THAT AGI IS REQUIRED TO BRING AN ACTION, SUIT, OR OTHER PROCEEDING FOR FEES, OTHER MONIES DUE UNDER THIS AGREEMENT, OR THE ENFORCEMENT OF ANY PROVISION OF OR UNDER THIS AGREEMENT; YOU AGREE TO REIMBURSE AGI FOR ANY AND ALL COSTS AND EXPENSES, INCLUDING ATTORNEY AND PROFESSIONAL OR EXPERT FEES, INCURRED BY AGI.

17. CUSTOM APPLICATIONS DEVELOPMENT

If you intend to develop and distribute Custom Applications built using STK, the STK Engine or any of the STK Development Kits, the following additional provisions apply to You and Your use of these AGI products:

17.1 Definitions

“Custom Application” means an application created by You that incorporates AGI Technology, Software and/or functionality derived from STK, the STK Engine, or any STK Development Kits.

“Runtime License” means a license purchased from AGI that is required for authorized access to a Custom Application.

“STK Developer Kits” means any additional software, documentation or supporting materials used in conjunction with STK or the STK Engine software for the purpose of building and/or deploying Custom Applications.

“STK Engine” means the STK application software, including the application programming interfaces (APIs), but without the STK Graphic User Interface (GUI), that can be incorporated into a Custom Application.

17.2 Grant of License

Subject to the terms and conditions set forth in this Agreement, AGI hereby grants to You a non-transferable, non-exclusive license to use STK, the STK Engine or any of the STK Development Kits that you have purchased and licensed to develop Custom Applications and to reproduce, distribute and sublicense them to End-Users (without the right to further sublicense) in the form of Custom Applications throughout the world (subject to Your obligations under Section 6 hereof) subject to the following:

- 17.2.1 You shall make payments of all fees required under this Agreement in accordance with the terms of the invoice provided by AGI, and You have purchased the appropriate Runtime License for each of copy of the Custom Application that You deploy or sell to a third party.
- 17.2.2 You must give proper acknowledgement of the copyright(s) of AGI.
- 17.2.3 You shall not use STK, the STK Engine, or any of the STK Development Kits to create Custom Applications that directly compete with the Software Products of AGI. Your license under this Agreement is solely for the creation of Custom Applications for third parties, and not for the creation of a product to be sold on the market in competition with AGI's suite of products.
- 17.2.4 Unless otherwise agreed to by the parties in writing, You shall permit the use of Custom Applications by End-Users subject to a written sublicense that, at a minimum:
 - A. Prohibits the End-User from reverse engineering, reverse assembling, reverse compiling or translating AGI Software or any component thereof.
 - B. Prohibits the End-User from copying AGI Software or any component thereof, except as necessary to use the licensed copy of a the Custom Application, provided that an End-User may make a copy for back-up purposes so long as the copy is not distributed to a third party.
 - C. Prohibits the End-User from interactively serving the functionality or output of the AGI Software over the Internet to any other parties or multiple users.
 - D. Prohibits the End-User from distributing, transferring, leasing or renting a copy of any AGI Software or component thereof to a third party except as a component of a Custom Application.
 - E. Limits the use of the Custom Application according to the associated STK Runtime License that has been purchased, and which agreement identifies (for AGI audit purposes) the identity of the sublicensee.
 - F. Requires the End-User to disclose location information relating to the Designated Computer, unless such disclosure violates U.S. security regulations.
 - G. Describes that operation of the Custom Application and requires the End-User to obtain a Runtime License from AGI.
 - H. Includes the statement that the End-User accepts all risks and liability arising from the installation, use and results obtained from use of any AGI-provided Software, or component thereof; for any purpose and for reliance on the results obtained from the use of any AGI-provided Software or component thereof for any purpose.
 - I. Includes a disclaimer of warranty that by its terms is applicable to AGI and its suppliers and that is at least as limiting as the Disclaimer of Warranty of Section 4 of this Agreement.
 - J. Includes a disclaimer of liability that by its terms is applicable to AGI and its suppliers and that is at least as limiting as the Limitation of Liability of Section 5 of this Agreement.
- 17.2.5 The limitations of Section 2.3 with respect to distribution and transfer of Software shall not apply to purchasers of the STK Engine or any component of the STK Development Kits to the extent Software is transferred and/or distributed as a component of a Custom Application.

18. PROTECTION AND USE

18.1 You shall use commercially reasonable efforts to protect the proprietary rights of AGI with respect to third parties, reporting promptly any infringements of which You become aware and cooperating with AGI in its efforts to protect its proprietary rights. Except as expressly provided in this Agreement or a separate agreement, AGI does not grant You or your End-Users any rights or licenses under AGI's patents, copyrights, trademarks or other intellectual property rights.

18.2 You shall not remove any copyright notice of AGI or its suppliers, disclaimers, or other forms of attribution contained in STK, the STK Engine or any of the STK Development Kits.

19. PRODUCTS DEVELOPED BY AGI

Nothing contained in this Agreement shall be construed to limit AGI's right to modify its Software Products or to develop other products which are similar to or offer the same or similar functionality and/or improvements as any Custom Application developed by you.

20. INDEMNIFICATION

You agree to indemnify, defend and hold harmless, AGI, its suppliers, officers, directors, employees, consultants and agents from any and all claims, liability, damage and/or costs (including, but not limited to reasonable attorney's fees) arising out of the operation of AGI Software and/or Technology with other software and/or technology developed or selected by you, the copying, licensing and distribution of a Custom Application, the use of a Custom Application by any person, and the infringement of any intellectual property or other right of any entity or person by a Custom Application. This obligation shall survive the termination of this Agreement.

21. RELATIONSHIP OF THE PARTIES

This Agreement does not create a partnership, joint venture or any relationship between AGI and You. You do not have any right, power or authority to act as a legal representative of AGI.